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1-1-1937

Retail Clerks International Protective Association, Local 1024 (1937)

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Retail Clerks International Protective Association, Local 1024 (1937)

Location

Mt. Vernon, WA

Effective Date

1-1-1937

Expiration Date

10-15-1937

Union

Retail Clerks International Protective Association

Union Local

1024

NAICS

44

Sector

Private

Item ID

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Comments

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Textile Agreement

Handwoven 37-12-60
Mens furnishings
Womens Apparel
Shoe Stores Etc.

ARTICLES OF AGREEMENT BETWEEN RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION
LOCAL 1024 Mount Vernon, Wash.
affiliated with the American Federation of Labor
and

THIS AGREEMENT, mutually entered into this day _____ 1937 by and between
_____ of the city of _____

Washington, as party of the First Part and the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION of the City of Mount Vernon, Washington as the Party of the Second Part and the terms of this agreement shall be as follows, to wit.

SECTION I. That the Party of the Second Part in consideration of the covenants and agreements hereinafter mentioned to be done, kept and performed agree to lease to the Party of the First Part UNION STORE CARD NO. _____ the property of and issued by the RETAIL CLERKS INTERNATIONAL PROTECTIVE ASSOCIATION to and until October 15, 1937.

It is agreed that this agreement shall apply only to the store located in the City of _____, Washington, and that this agreement shall have no effect or bearing upon relations between the differences that may exist during the life of this agreement in any other locality shall not in any way or manner affect the friendly relations existing between members or organized labor and the _____ store covered by this agreement.

SECTION I. (a). Parties of the First Part in signing this agreement, agree to employ only those salespeople, members of the Union or who will become members if eligible and acceptable to the Union within thirty (30) days from the time of their employment. All present employees shall be accepted to Membership by the UNION. Parties of the Second Part agree to furnish a UNION card and button to such salespeople when regular and regular extra salespeople in employ of the Party of the First Part have complied with the rules and regulations of the UNION.

Regular extra help shall conform to wage and hour provisions, with the exception, that part time employees, as herein defined, may be allowed to work during or after store business hours, up to $7\frac{1}{2}$ (seven and one-half) hours, at the regular scale of wages as set forth in part 14 of this agreement. But not for less than a period of four (4) hours.

A part time employee shall be one who is employed not to exceed three (3) days per week in a four (4) week consecutive period.

SECTION II. The Party of the First Part reserves the right to discharge any one in his employ; it being understood, however, that no workman shall be discharged for any union activity or for service on any union committee. All such union activities and services to be performed at other than store business hours.

SECTION III. Any employee receiving more than the minimum wage shall be subject to no less favorable working conditions by reason of the signing of this agreement or because of its adoption, than they receive at the present time.

SECTION IV. The following days shall be considered holidays: New Year's Day, Washington's Birthday, Memorial Day, Fourth of July, Armistice Day, Labor Day, Thanksgiving Day and Christmas Day. When any of the named holidays fall on Sunday the following Monday shall be observed. These days shall be observed with pay, but employees receiving such holidays, may be employed without additional compensation, at the discretion of the employer for inventory, not to exceed 16 hours annually, such hours to be in addition to regular hours of employment provided in Paragraph 5 hereof.

Section V. Forty-five hours shall constitute a week's work, for a full time regular employee. All time over forty-five hours shall be paid for at the rate of time and one-half. Store week shall be from 8:30 A.M. to 5:00 P.M., Monday to Saturday inclusive. No store shall remain open for business on Sundays. Not over one (1) hour for lunch. Any time over seven and one-half hours shall be at the rate of time and one-half. Up to fifteen (15) minutes shall be allowed, after store business hours, when necessary, without compensation.

SECTION VI. An employee shall have one or more pay days per month, and all employees, after one year, shall be granted at least one week's vacation with pay. The employer reserves the right at his discretion, to deduct from weekly wages, time lost from work for any cause.

Such vacation periods shall be set at a time agreeable to employee and employer.

SECTION VII. It is understood that the Party of the Second Part is not in favor of sympathetic strikes and will do all in its power to prevent same. Should any controversy arise, involving brands of merchandise sold in the employer's store or in regard to sympathetic strikes, same shall be governed by Section X.

SECTION VII. (a). The actual owner, partner, or store manager shall be exempt from membership. But not in any event, shall more than two persons, in any establishment, be so classified. These men may devote such time as necessary in the establishment after the prescribed closing hours, providing they are not performing the duties of a clerk and that the store is not open for business during that period.

SECTION VIII. The UNION will furnish the UNION STORE CARD to dealers who do not employ any clerks but who will become NON-ACTIVE members provided in the rules and regulations of the INTERNATIONAL ASSOCIATION and who will sign the agreement accompanying the STORE CARD.

SECTION IX. Any regular extra employee who shall be ordered to report for work shall receive at least four hours pay, providing said employee's work is satisfactory.

SECTION X. Should any controversy arise between the contracting parties, not provided for in this agreement, or any misunderstanding as to its true interpretation, it shall be submitted to a committee of five for arbitration. Two committeemen to be named by the Party of the First Part, two by the Party of the Second Part, and the four to name a fifth, disinterested party. During such time as the matter is pending, before the board, there shall be no lockout or strike. The decision of the arbiters shall be final.

SECTION XI. It is understood and agreed that a clerk may be employed at other than waiting on the trade provided that the time of such employment shall not exceed 7 $\frac{1}{2}$ hours, in any one day. Employees working more than 7 $\frac{1}{2}$ hours shall receive pay based on the scale herein provided for such employment.

SECTION XII. It is understood and agreed that the customs of the industry, as regards the duties of employees, shall not be changed by this agreement.

SECTION XIII. No amendment to this agreement shall be made prior to October 15, 1937, nor shall any such amendment then be considered except upon written notice, served upon either party by the other, within 30 days preceding the termination of the agreement. Failing receipt by either party of such notice, this agreement shall continue in full force and effect each year thereafter without amendment.

SECTION XIV. Parties of the First Part agree to pay all male salespeople not less than \$18.00 per week, Female salespeople with less than 6 months experience not less than \$13.20 per week, with more than 6 months experience not less than \$15.00 per week. Not more than one apprentice shall be allowed for every five salespeople or fraction thereof. It shall not be necessary to pay any experienced male help more than \$18.00 per week during the first 30 days of employment, after that time they shall not receive less than the minimum provided in this section. It shall not be necessary to pay any experienced Female employees more than \$15.00 per week during the first 30 days employment, after that time they shall receive pay to which they are entitled, Provided that in no case shall they receive less than the minimum herein provided. All outside salesmen may be discharged at the discretion of the employer on failure to average at least \$18.00 a week in a four consecutive week period. (All outside salesmen shall be guaranteed not less than \$18.00 per week.) Outside salesmen shall receive at the end of each month a bonus check for any money due them, over and above the guarantee as herein provided. Outside salesmen shall be entitled to and shall receive the same commission they are receiving at the present time as well as the special privileges, they now have, in return such outside salesmen shall report to work not later than 10:00 A.M. each morning. They shall make out daily reports of calls, sales, etc.

SECTION XV. In consideration of the signing of this agreement and with the full compliance with the provisions thereof, the Party of the Second Part, agree to advise all UNION organizations of the City of Mount Vernon, Sedro Wooley, and Anacortes of the actions of the Party of the First Part in signing this agreement and the interest of the Party of the First Part is to be mutually advanced through advertising and other means that will result in the patronage of the store, and continue to do so for the period of the agreement.

IT IS FURTHER AGREED by all parties that the interests of each shall be mutually taken care of and advanced, and that any violation of the foregoing stipulations shall be sufficient cause for surrender of the UNION STORE CARD.

IN WITNESS THEREOF, said parties to this agreement have set their hand and seal this _____ day of _____ 1937

PARTIES OF THE FIRST PART

PARTIES OF THE SECOND PART
RETAIL CLERKS INTERNATIONAL PROTECTIVE
ASSOCIATION

Pres. Local 1024

Fin. Sec'y. Local 1024